
CITY OF SAN ANTONIO

PURCHASING DEPARTMENT

Issued By: PR/dc
BID NO.: A297-05

Date Issued: November 9, 2004
Page 1 of 18

FORMAL INVITATION FOR BIDS ANNUAL CONTRACT FOR DIESEL FUEL

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time **NOVEMBER 24, 2004**.

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids

Specifications and General Requirements

Terms and Conditions of Invitation for Bids

Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: _____ Firm Name: _____
(Please Print or Type)

Address: _____

Signature of Person Authorized to Sign Bid _____ City, State, Zip Code: _____

Email Address: _____ Telephone No.: _____

Fax No.: _____

Please complete the following:

Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

___ Non-minority ___ Hispanic ___ African-American ___ Other Minority (specify) _____

___ Female Owned ___ Handicapped Owned ___ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: ___ Partnership ___ Corporation ___ Sole Proprietorship ___ Other (specify) _____

Tax Identification Number: _____ Social Security Number: _____ - _____ - _____

FOR CITY USE ONLY

AWARD

Items Accepted:	Ordinance No:	Date:	Amount:
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Approved: _____

CITY OF SAN ANTONIO

TERMS AND CONDITIONS OF INVITATION FOR BIDS**READ CAREFULLY****1. GENERAL CONDITIONS**

Bidders are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Open Information Act, Government Code Chapter 552, therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Open Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the Invitation for Bids.
- (b) Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- (c) Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (d) Alternate bids may be allowed at the sole discretion of the City.

- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

6. SUBMISSION OF BIDS

- (a) **Bids in triplicate** shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an “All or None” basis or a “Low Item” basis. An “All or None” basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations. Re Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. CONTRACT TERMINATION**TERMINATION-BREACH:**

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice **thirty** days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice **sixty** days prior to the date of cancellation of the contract.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.

- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

19. INDEMNITY

- (a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without

waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.

- (b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY, PROTECT** and **HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within **ten** days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & General Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

25. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance the City’s purchasing power. At the City’s sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter “IFB”). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder’s acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City’s use of Vendor’s name, trademarks and Vendor provided materials in City’s presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City’s contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260 and referenced by bid number.

SPECIFICATIONS AND GENERAL REQUIREMENTS

PERIOD OF CONTRACT: Contract shall be for the period beginning January 1, 2005 and terminating December 31, 2005. The City of San Antonio reserves the right to extend the contract for two (2) additional one (1) year periods based on the initial bid submitted, upon mutual consent of the City of San Antonio and the contractor.

The City reserves the right to extend this contract on a month-to-month basis.

SCOPE

The purpose of the contract is to provide transport loads of ultra low sulfur diesel fuel to petroleum storage tanks with capacity greater than 10,000 gallons. The ultra low sulfur diesel fuel is used for on road vehicles/equipment.

GENERAL CONDITIONS:

- A. Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
- B. When a contractor cannot abide by terms and conditions in fulfilling his contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
- C. Bidder is to include a Material Safety Data Sheet (MSDS) and Product Specifications Sheet/Typical Analysis Sheet with bid. The specifications sheet must contain brand names, if applicable, be printed on the refiner's or common carrier pipeline company's letterhead, dated no later than six months prior to bid opening date and be based on actual test results of the gasoline being bid. Failure to provide documentation may result in rejection of bid. **NO EXCEPTIONS.**
- D. Bidder specifications must be completed on each Enclosure being bid, and be submitted with the bid. **NO EXCEPTIONS.**
- E. Contractor will not be allowed to fluctuate from one brand or trade name products to another throughout the contract period. A letter of intent must be submitted to the City of San Antonio Purchasing Agent for approval to change brand or trade name products.
- F. Diesel shall meet the minimum lubricity recommendation listed in ASTM D6078.

The (contractor, leasee, event sponsor, etc.) shall maintain, for the duration of this agreement and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Texas, in the following types of amounts:

TYPE	AMOUNT
A) Worker's Compensation and Employer's Liability including a waiver of subrogation in favor of the City.	Statutory \$500,000/\$500,000/\$500,000
B) Commercial General (Public) Liability - to include coverage for the following where the exposure exists: 1) Premises/Operations 2) Independent Contractors 3) Products/Completed Operations 4) Personal Injury 5) Contractual Liability Explosion, Collapse and underground property damage*	\$1,000,000 per occurrence Combined Single Limit; \$2,000,000 aggregate
C) Business Automobile Liability Insurance - to include coverage for: 1. Owned/Leased Automobiles 2. Non-Owned Automobiles 3. Hired Automobiles 4. Pollution Liability Motor Carrier & Truck Coverage endorsing the upset, overturn and remediation of the load in transport. *Where Applicable	\$1,000,000 Combined Single Limit per occurrence.

With respect to all of the above insurance, the City of San Antonio shall a) be named as an additional insured (Commercial General Liability and Automobile Liability only); b) be provided with 30 days advance notice, in writing, of cancellation or material change; c) be provided with Certificates of Insurance evidencing the above required insurances.

TEMPERATURE ADJUSTMENT:

The contractor shall make adjustment and allowances in gallonage of diesel fuel oil to compensate for change in temperature of diesel fuel oil, i.e., contractor must show temperature of diesel fuel oil at loading point at the time the diesel fuel oil was unloaded on to the transport and must show the correction and adjustment made in gallonage delivered to the City using 60°F as normal temperature reading. Such corrections and adjustments will be shown on invoice billing to the City of San Antonio.

TEST

Deliveries of diesel under this contract are subject to test at City's discretion to insure compliance with specifications. All tests shall be made as per method used by the American Society of Testing Materials (ASTM), unless otherwise specified. Fuel from any deliveries provided by sub-contracted carriers may be tested for compliance at the discretion of the City. When test analysis shows diesel fuel meets specifications, the City of San Antonio will pay for said test. When test analysis shows diesel fuel does not meet specifications, contractor will pay for said test.

PRICE ESCALATION:

During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in San Antonio of those companies published in the weekly publication of Oil Price Information Service (OPIS). The low bidder will be determined by the net price after applying discount/upcharge bid to the OPIS composite. The contractor's delivered price may not exceed the OPIS price minus/plus the discount/upcharge throughout the period of the contract. Prices will be adjusted on a weekly basis; effective each Friday based on price moves confirmed by OPIS.

DELIVERY

Price will be for transport loads delivered F.O.B. any City storage tank located within the City of San Antonio as directed by the City Purchasing Department. Price shall include all delivery or freight charges unless otherwise specified.

Contractor may be required to make delivery of diesel on weekends or holidays and outside of normal working hours. Most deliveries will be routinely scheduled; however, contractor must be capable of making delivery within 24 hours notice.

AS A CONDITION OF AWARD, THE CONTRACTOR MUST AGREE THAT THEIR TANKERS WILL ONLY USE THE CITY OF SAN ANTONIO'S HAZ-MAT ROUTES WHEN DELIVERING FUEL SPECIFIED IN THIS CONTRACT. FAILURE TO UTILIZE THE CITY OF SAN ANTONIO HAZARDOUS CARGO ROUTE MAY RESULT IN CANCELLATION OF THE CONTRACT.

FUEL SPILLS

The contractor must take extreme care to avoid fuel spills. The contractor must attend to the tanker at all times during the fuel off loading. Any cost resulting from fuel spills due to the negligence on the part of the contractor, its' agents or employees, or due to an equipment malfunction will be incurred by the contractor and may be grounds for termination of this contract, at the sole discretion of the City of San Antonio.

BID AWARD

The City of San Antonio will award this contract on a low item basis.

ESTIMATED CITY ANNUAL USAGE:

<u>ITEM 1:</u>	Ultra Low Sulfur Diesel	2,053,347 Gallons
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PRICE: Price will be for transport loads delivered F.O.B. any City storage tank located within the City of San Antonio or directed by the City Purchasing Department. Price shall include all delivery or freight charges.

PRICE SCHEDULE**ITEM 1:**

Ultra Low Sulfur Diesel (See specifications on Enclosure 1) Transport loads priced per gallon discount or upcharge from San Antonio area average OPIS Composite (do not include State or Federal Taxes, Federal Superfund charges or Environmental Loading Fees).

PRICE: \$ _____ PER GALLON DISCOUNT OR UPCHARGE
DISCOUNT ☐ UPCHARGE ☐ (CHECK ONE)

BRAND OR TRADE

NAMES: _____

ULTRA LOW SULFUR DIESEL FUEL

PRODUCT PROPERTY	ASTM TEST	LIMITS	BIDDER'S SPECS
Color	D1500	2.5	
Cetane (Calculated), Min	D4737	48.0	
Cetane (Motor)	D613	N/A	2
Aromatics,	D1319	N/A	
Aromatics, Max	D5186	10	
Distillation Temperatures	D86		
90% Recovery Pt., °F Max.		625	
Final Boiling Point, °F Max.		675	
API Gravity @ 60 °F Min.	D287	32 Min.	
Copper Corrosion Rating	D130	1	
Sulfur, % Max.	D4294	N/A	
Sulfur, ppm wt.	D6428	15	
Flashpoint, °F Min.	D93	125	
Water and Sediment, Max. pct.	D1796	0.05	
Ramsbottom Carbon wt% Max.	D524	0.35	1
Ash, % Max.	D482	0.01	
Haze Rating @ 70 °F Max.	CPC Scale	2	
Cloud pt.,			
September-March (°F)	D2500	+15	
April-August (°F)	D2500	+20	
Pour pt.			
September-March (°F)	D97	0	
April-August (°F)	D97	+10	
Viscosity	D445	1.4-3.6	
Active Dye Concentration	EPA/IRS Standards	Undyed	3
Dupont F21 Stability	DuPont F21	7	
OR			
Oxidation Stability	D2274	2.5	
Acid Number	D974	0.03	

Lubricity	D6078	Note 4	
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Note 1 – Ramsbottom Carbon Residue is determined on the remaining 10% Residual (Bottoms) from a D86 Distillation.

Note 2 – Final diesel fuel blends will be certified for Cetane Number by D4737. Independent lab Cetane Motor tests demonstrate that fuels which meet the specified D4737 value will exceed the Cetane Motor (D613) criteria.

Note 3 – As of May 1, 1994, “Off Road” (high sulfur) dye requirements from EPA and IRS are 4 PTB (11.2PPM Min.) of Active Oil Red B Dye.

Note 4 – Lubricity controlled by the addition of lubricity additive according to manufacturer’s recommended dosage to obtain a minimum lubricity of 3,100 grams SLBOCLE per ASTM D6078.

ENCLOSURE 1

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "BID TO FURNISH DIESEL FUEL"
BIDS TO BE OPENED: 2:00 P.M., NOVEMBER 24, 2004
BID NO. A297-05

REMARKS:

2004-2005
CONTRACT FOR
DIESEL FUEL
(A297)

THIS RIDER is attached to the City of San Antonio bid for the benefit of the agencies listed below; the City assumes no responsibility in the evaluation and award of any contracts that result from this rider. Any contract resulting from this rider is strictly between the individual agencies listed hereon and the bidder.

BIDDER SHOULD INDICATE BELOW WILLINGNESS TO CONTRACT WITH THE FOLLOWING RESPECTIVE AGENCIES

ESTIMATED QUANTITIES

Bexar County	250,000	YES _____	NO _____
Boerne Independent School District	64,000	YES _____	NO _____
City of Leon Valley	10,000	YES _____	NO _____
Harlandale Independent School District	71,779	YES _____	NO _____
Judson ISD	48,369	YES _____	NO _____
Northeast Independent School District	470,000	YES _____	NO _____
Pleasanton Independent School District	67,500	YES _____	NO _____
San Antonio ISD	290,000	YES _____	NO _____
San Antonio Water System	434,280	YES _____	NO _____
Schertz-Cibolo-Universal City Independent School District	24,000	YES _____	NO _____
Southside Independent School District	100,000	YES _____	NO _____
Southwest ISD	115,000	YES _____	NO _____

Specifications and General Conditions, prices, etc. as stipulated in the City of San Antonio bid will apply, with the following exceptions:

- A. Delivery location, delivery schedules and billing instructions will be made by the contracting agency.
- B. Contract will be made between the bidder and the respective agency, at the agency's discretion.

BIDDER MUST FILL IN THE FOLLOWING:

FIRM NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____ AUTHORIZED SIGNATURE: _____

SIGNER'S TITLE: _____

NOTE: Failure to submit this rider will not affect the city of San Antonio bid award.

REMARKS: